

Schedule For The Purchase Of **BELLSOUTH**[®] Equipment And/Or Service

Customer Name MONROE CTY BOARD NEW	Customer 0000037116	Location 0000058	Agreement CPE50416
1100 SIMONTON STREET ATTENTION LISA DRUCKEMILL			
City, State, Zip KEY WEST, FL 33040		Quote FNMKZWC021028134352	
<input type="checkbox"/> Refurbished		Customer Reference	
Customer Initials		(For Informational Purposes Only)	

	Except As Otherwise Noted Warranty Length Months Type: Full (FWS) Depot (DWS)			Total Equipment Price	Maintenance Service Type Full=FMS None=NMS	No. of Units/ Station/ Ports	Price Per Unit/ Station/ Ports	Total Maintenance Price
2	68060 ENHANCED 128MB CALL PROCESSOR	X	X	13,110.00	NONE	0	0.00	0.00
1	CD-ROM MEDIA REQUEST	X	X	0.00	NONE	0	0.00	0.00
2	PRI/DTI TO CLK CONTR CBL	X	X	51.30	NONE	0	0.00	0.00
3	SL-1 TAPE PREP CHG	X	X	2,351.94	NONE	0	0.00	0.00
100	INSTALL COMMON EQUIPMENT 1/2 HOUR PREMIUM (OT)	X	X	0.00	NONE	0	0.00	0.00
2	DUAL PORT DTI/PRI PACKAGE	X	X	13,680.00	NONE	48	0.00	0.00
4	* DTI/PRI/I/O TO MDF CABLE 50 FT			0.00	NONE	0	0.00	0.00
2	* DUAL PORT DTI/PRI (DDP) CARD			0.00	NONE	48	0.00	0.00
2	* MER.1 TRUNK T/R CABLE 8FT			0.00	NONE	0	0.00	0.00
4	DDP TO CLOCK CBL. 14 FT	X	X	171.00	NONE	0	0.00	0.00
1	QUAD SDI PADDLE BOARD	X	X	1,624.50	NONE	0	0.00	0.00

Extended Price reduced by prorated maintenance term for products under warranty.

	Except As Otherwise Noted Warranty Length Months Type: Full (FWS) Depot (DWS)			Total Equipment Price	Maintenance Service Type Full=FMS Depot=DMS	No. of Units/ Station/ Ports	Price Per Unit/ Station/ Ports	Total Maintenance Price
4	SDI PDLBRD TO I/O CABLE	X	X	205.20	NONE	0	0.00	0.00
1	MAT DATA BUFFERING & ACCESS	X	X	855.00	NONE	0	0.00	0.00
1	CARD M P SERIAL DATA	X	X	2,565.00	NONE	0	0.00	0.00
2	DOWNLOADABLE DCHI FOR DDP	X	X	2,565.00	NONE	0	0.00	0.00
3	ADTRAN T1 ESF CSU ACE W/ POWER SUPPLY	X	X	1,983.21	NONE	0	0.00	0.00
20	INSTALL MISC EQUIPMENT - 1/2 HOUR	X	X	0.00	NONE	0	0.00	0.00
1	FAST TONE AND DIGIT SW	X	X	0.00	NONE	0	0.00	0.00
5	NETWORKING SOFTWARE	X	X	3,562.50	NONE	0	0.00	0.00
5	ISDN NETWORKING - 25.40	X	X	6,412.50	NONE	0	0.00	0.00
5	PRIVATE ISDN NETWORKING	X	X	1,425.00	NONE	0	0.00	0.00
5	PUBLIC ISDN ACCESS	X	X	2,280.00	NONE	0	0.00	0.00
3	IN-HOUSE CONVERSION FEE	X	X	2,275.95	NONE	0	0.00	0.00
1	* PC MAINT. CABLE			0.00	NONE	0	0.00	0.00
1	* 4 PORT SDI CABLE			0.00	NONE	0	0.00	0.00
1	* MERIDIAN INTERGRATED MEDIA CARD (32 PORT)			0.00	NONE	32	0.00	0.00
1	* SHIELDED 50 PIN KEY TELEPHONE TO DB9 SERIAL+TWIN ETHERNET AD			0.00	NONE	0	0.00	0.00
1	* INTEGRATED ITG 2.0 I/O PANEL MOUNTING CONNECTOR			0.00	NONE	0	0.00	0.00
1	TRUNK W/D-CHANNEL IP STARTER KIT	X	X	0.00	NONE	0	0.00	0.00
1	* MSDI DCHI INTERFACE CABLE (6 FT)			0.00	NONE	0	0.00	0.00

Extended Price reduced by prorated maintenance term for products under warranty.

	Except As Otherwise Noted Warranty Length Months Type: Full (FWS) Depot (DWS) _____			Total Equipment Price	Maintenance Service Type Full=FMS Depot=DMS	No. of Units/ Station/ Date	Price Per Unit/ Station/ Date	Total Maintenance Price
1	COLUMN SPACER KIT 2.75IN.	X	X	199.50	NONE	0	0.00	0.00

Extended Price reduced by prorated maintenance term for products under warranty.

Equipment/Services Payment Cash _____ Customer Initials _____ ____ % With Order ____ % At Delivery ____ % At Cutover Lease _____ Estimated Customer Initials _____ Cutover Date _____ Lease ID # _____	Maintenance Payment <input type="checkbox"/> Monthly <input type="checkbox"/> Annually <input type="checkbox"/> Quarterly ____ / ____ / ____ Maintenance Service Commencement Date	Installation	\$6,412.96	Total Monthly Maintenance Charge Excluding Taxes	
		Shipping	\$146.00		
		Total Price Excluding Taxes	\$61,876.56	Total Number of Months (Maintenance Term)	0
		Telephone Color _____ (Applies to all telephones unless otherwise noted in the equipment description.) Customer Initials _____			

Additional equipment may be required to increase line/station size in excess of the equipped capacity as shown above, up to the system's maximum capacity.

Exempt <input type="checkbox"/> Yes <input type="checkbox"/> No _____ Tax Exempt Certification Number	Maintenance Service After Warranty <input type="checkbox"/> Accepted _____ <input type="checkbox"/> Declined _____ Customer Initials	Electrical Damage Repair Service for Key Systems Only <input type="checkbox"/> Accepted _____ <input type="checkbox"/> Declined _____ Customer Initials
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Persuant to the terms and conditions of the Agreement referenced above, Customer agrees to purchase and BellSouth Communication Systems, LLC agrees to provide Equipment and/or Services described in this Order. This Order shall automatically incorporate therein all the terms and conditions of the agreement, and any and all terms and conditions on any Customer order forms, purchase orders or other Customer documents shall be deemed deleted. If Customer elects the "Lease" option and for any reason the lease is not finalized Customer agrees to pay "Cash" per BellSouth's then standard payment terms for the Equipment and/or services covered by this order. Payment for Installation Services is due upon completion of the Installation Services and invoicing to the Customer.

If the Implementation of this Order is delayed, by no fault of BellSouth, sixty (60) or more days from the original agreed Implementation date, or if there is no agreed date, for ninety (90) or more days from the acceptance of the Order by BellSouth, BellSouth will have the following options: (i) revise the Total Equipment Price to reflect then current BellSouth pricing, (ii) require payment for Equipment delivered and Services performed to that time, or (iii) cancel the Order and collect reasonable termination charges, including manufacturer's restocking charges plus non-recoverable materials and labor expended and lost margin.

Customer

BellSouth Communication Systems, LLC

By: BellSouth Business Systems, Inc.

Accepted by:

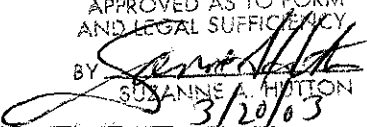
By _____
Authorized Signature Date

By _____
Authorized Signature Date

Name (Type or Print) Title

Name (Type or Print) Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY 
SUZANNE A. HUTTON
3/20/03

Extended Price reduced by prorated maintenance term for products under warranty

Schedule For The Purchase Of **BELLSOUTH**[®] Equipment And/Or Service

Customer Name MONROE CTY BRD OF CTY COM	Customer 0000037116	Location 0000012	Agreement CPE50416
490 63RD STREET, OCEAN			
City, State, Zip MARATHON, FL 33050		Quote FMMPTKF030210142111	
<input type="checkbox"/> Refurbished	Customer Reference		
Customer Initials	(For Informational Purposes Only)		

	Except As Otherwise Noted Warranty Length Months Type: Full (FWS) Depot (DWS)			Total Equipment Price	Maintenance Service Type Full=FMS Depot=DMS	No. of Units/ Station/ Ports	Price Per Unit/ Station/ Ports	Total Maintenance Price
1	OPTION 11C MAIN CABINET AC	X	X	1,508.00	NONE	0	0.00	0.00
1	* OPTION 11C SYSTEM CORE CARD			0.00	NONE	0	0.00	0.00
1	* MAIN CABINET CABLE KIT			0.00	NONE	0	0.00	0.00
1	* MAIN/EXPANSION CABINET			0.00	NONE	0	0.00	0.00
1	* AC/DC POWER SUPPLY			0.00	NONE	0	0.00	0.00
1	DIGITAL LINE CARD (DLC)	X	X	2,030.00	NONE	16	0.00	0.00
3	ANALOG LINE CARD W/MSG WAITING	X	X	6,090.00	NONE	16	0.00	0.00
1	OPTION 11C ENTERPRISE SOFTWARE PKG (INCL 200 TN'S)	X	X	3,770.00	NONE	0	0.00	0.00
1	DISA S/W - OPT.11C REL.22	X	X	0.00	NONE	0	0.00	0.00
1	OPTION 11C ELEC BRANDING DISPLAY CUSTOMIZATION	X	X	145.00	NONE	0	0.00	0.00
2	OPTION 11C TMDI PACKAGE 1.5MB	X	X	4,640.00	NONE	0	0.00	0.00

Extended Price reduced by prorated maintenance term for products under warranty.

	Except As Otherwise Noted Warranty Length Months Type: Full (FWS) Depot (DWS)			Total Equipment Price	Maintenance Service Type Full=FMS Depot=DMS	No. of Units/ Station/ Ports	Price Per Unit/ Station/ Ports	Total Maintenance Price
2	* 1.544 MBIT CARRIER CABLE			0.00	NONE	0	0.00	0.00
2	* 1.5MB DTI/PR/TMDI ADMINISTRATION/MAINTENANCE GUIDE			0.00	NONE	0	0.00	0.00
2	* T1 MULTIPURPOSE DIGITAL INTERFACE (TMDI)			0.00	NONE	24	0.00	0.00
1	CLOCK CONTROLLER CARD	X	X	580.00	NONE	0	0.00	0.00
1	ENT.BUS. S/W ADDL.100 TN	X	X	4,350.00	NONE	0	0.00	0.00
1	OPTION 11C EXPANSION CABINET AC	X	X	1,044.00	NONE	0	0.00	0.00
1	OPTION 11C-30 FOOT EXPANSION KIT	X	X	290.00	NONE	0	0.00	0.00
1	* CABLE-33FT PLASTIC FIBER (11E/11C)			0.00	NONE	0	0.00	0.00
1	* FIBER RECEIVER CARD (30 FT)			0.00	NONE	0	0.00	0.00
1	* EXPANSION CAB. CABLE KIT			0.00	NONE	0	0.00	0.00
1	* GROUND BAR			0.00	NONE	0	0.00	0.00
1	FIBER DAUGHTERBOARD (30 FT)	X	X	580.00	NONE	0	0.00	0.00
2	POWER SUPPLY CABLE	X	X	46.40	NONE	0	0.00	0.00
1	* PC MAINT. CABLE			0.00	NONE	0	0.00	0.00
1	* 4 PORT SDI CABLE			0.00	NONE	0	0.00	0.00
1	* MERIDIAN INTERGRATED MEDIA CARD (32 PORT)			0.00	NONE	32	0.00	0.00
1	* SHIELDED 50 PIN KEY TELEPHONE TO DB9 SERIAL+TWIN ETHERNET AD			0.00	NONE	0	0.00	0.00
1	* MSDL DCHI INTERFACE CABLE (6 FT)			0.00	NONE	0	0.00	0.00
1	* INTEGRATED ITG 2.0 I/O PANEL MOUNTING CONNECTOR			0.00	NONE	0	0.00	0.00

Extended Price reduced by prorated maintenance term for products under warranty.

	Except As Otherwise Noted Warranty Length Months Type: Full (FWS) Depot. (DWS)			Total Equipment Price	Maintenance Service Type Full=FMS Denotes FMS	No. of Units/ Station/ Ports	Price Per Unit/ Station/ Ports	Total Maintenance Price
1	TRUNK W/D-CHANNEL IP STARTER KIT	X	X	0.00	NONE	0	0.00	0.00
1	OPT.11 SYSTEM AMP-100	X	X	(2,455.79)	NONE	0	0.00	0.00
1	MERIDIAN EXPRESS MPR05002	X	X	(3,371.93)	NONE	0	0.00	0.00
1	SEB II, 512K, 2 PORTS, 14.4K BPS	X	X	1,960.03	NONE	0	0.00	0.00
1	PROGRAMMING CHARGES	X	X	597.98	NONE	0	0.00	0.00
1	* ADAPTER SERIAL PTR 19.2K USE W/BT0007 KXP-3123			142.44	NONE	0	0.00	0.00
1	* M2008HF DISPLAY SET, GRAY STANDARD SET			226.20	NONE	0	0.00	0.00
1	* CABLE CONNECTOR (16') M/M (MALE/MALE) 16 FEET			63.80	NONE	0	0.00	0.00
1	* PAPER PIN FEED 80 COL 8.5X11			30.68	NONE	0	0.00	0.00
2	* 15' RS232 M/M CABLE SEE 084380 25' CABLE			34.36	NONE	0	0.00	0.00
1	* MM/OPT 11 DEC TERM PKGE.VT520CABLE,F/F GNDR RNDR & DDC			576.52	NONE	0	0.00	0.00
1	* PANASONIC KXP3123 PRINTER			423.71	NONE	0	0.00	0.00
1	MTC PKG FOR SL1 W/O MODEM	X	X	0.00	NONE	0	0.00	0.00
1	CABLE CONNECTOR (16') M/M (MALE/MALE) 16 FEET	X	X	63.80	NONE	0	0.00	0.00
1	PAPER PIN FEED 80 COL 8.5X11	X	X	30.68	NONE	0	0.00	0.00
1	T-1/DSL CPE PROTECTOR	X	X	36.94	NONE	0	0.00	0.00
100	REUSED WIRING CHARGES	X	X	0.00	NONE	0	0.00	0.00
2	900VA FLOOR MT. UPS W/EXT. RUN TIME	X	X	3,193.34	NONE	0	0.00	0.00
2	BATT. PACK ONXBC-417	X	X	1,040.32	NONE	0	0.00	0.00

Extended Price reduced by prorated maintenance term for products under warranty.

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2	CABLE 20' SHLD DB15F/RJ48 MODULAR	X	X	138.60	NONE	0	0.00	0.00
20	INSTALL MISC EQUIPMENT - 1/2 HOUR	X	X	0.00	NONE	0	0.00	0.00
20	INSTALL MISC EQUIPMENT - 1/2 HOUR	X	X	0.00	NONE	0	0.00	0.00
75	INSTALL COMMON EQUIPMENT 1/2 HOUR PREMIUM (OT)	X	X	0.00	NONE	0	0.00	0.00

Extended Price reduced by prorated maintenance term for products under warranty

Equipment/Services Payment Cash _____ Customer Initials _____ _____ % With Order _____ % At Delivery _____ % At Cutover Lease _____ Customer Initials _____ Estimated Cutover _____ Date _____ Lease ID # _____	Maintenance Payment <input type="checkbox"/> Monthly <input type="checkbox"/> Annually <input type="checkbox"/> Quarterly _____ / _____ / _____ Maintenance Service Commencement Date	Installation	\$8,163.51	Total Monthly Maintenance Charge	0
		Shipping	\$399.51	Excluding Taxes	
		Total Price	\$36,368.10	Total Number of Months (Maintenance Term)	
		Telephone Color _____ (Applies to all telephones unless otherwise noted in the equipment description.) Customer Initials _____			

Additional equipment may be required to increase line/station size in excess of the equipped capacity as shown above, up to the system's maximum capacity.

Exempt <input type="checkbox"/> Yes <input type="checkbox"/> No Tax Exempt Certification Number _____	Maintenance Service After Warranty <input type="checkbox"/> Accepted _____ <input type="checkbox"/> Declined _____ Customer Initials _____	Electrical Damage Repair Service for Key Systems Only <input type="checkbox"/> Accepted _____ <input type="checkbox"/> Declined _____ Customer Initials _____
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Persuant to the terms and conditions of the Agreement referenced above, Customer agrees to purchase and BellSouth Communication Systems, LLC agrees to provide Equipment and/or Services described in this Order. This Order shall automatically incorporate therein all the terms and conditions of the agreement, and any and all terms and conditions on any Customer order forms, purchase orders or other Customer documents shall be deemed deleted. If Customer elects the "Lease" option and for any reason the lease is not finalized Customer agrees to pay "Cash" per BellSouth's then standard payment terms for the Equipment and/or services covered by this order. Payment for Installation Services is due upon completion of the Installation Services and invoicing to the Customer.

If the Implementation of this Order is delayed, by no fault of BellSouth, sixty (60) or more days from the original agreed Implementation date, or if there is no agreed date, for ninety (90) or more days from the acceptance of the Order by BellSouth, BellSouth will have the following options: (i) revise the Total Equipment Price to reflect then current BellSouth pricing, (ii) require payment for Equipment delivered and Services performed to that time, or (iii) cancel the Order and collect reasonable termination charges, including manufacturer's restocking charges plus non-recoverable materials and labor expended and lost margin.

Customer

BellSouth Communication Systems, LLC

By: BellSouth Business Systems, Inc.

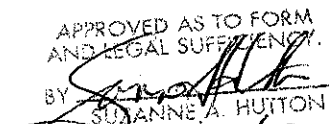
Accepted by:

By _____
 Authorized Signature Date

By _____
 Authorized Signature Date

 Name (Type or Print) Title

 Name (Type or Print) Title

APPROVED AS TO FORM
 AND LEGAL SUFFICIENCY.
 BY 
 SUZANNE A. HUTTON
 3/20/03

Extended Price reduced by prorated maintenance term for products under warranty.

Lessor BSFS Equipment Leasing

Agreement Addendum

Lessee Monroe, County of

Agreement No./Schedule No.
7206980-001

Contemporaneously with entering into the Schedule to the Agreement referenced above, Lessee and Lessor agree to the following changes to the Agreement only with respect to the Schedule:

3. Rent and Payment. The second sentence of Section 3 of the Agreement is deleted and the following substituted in lieu thereof:

Rent shall be paid as designated in the applicable Schedule in arrears on the last day of each Payment Period ("Rent Payment Date").

BSFS Equipment Leasing
A Division of General Electric Capital Corporation

BY _____
Authorized Representative

PRINT NAME

TITLE _____ DATE _____

Monroe, County of

BY ☒ _____
Authorized Representative

PRINT NAME

TITLE ☒ _____ DATE ☒ _____

Lessor **BSFS Equipment Leasing**

Florida SLG Addendum

Lessee **Monroe, County of**

Agreement No.
7206980

Contemporaneously with entering into the Master Lease Agreement referenced above, Lessee and Lessor agree as follows:

1. **Section 12. INDEMNITY:** The words "To the maximum extent permitted by applicable law," are added as the first words of Section 12.
2. **Section 13. TAX INDEMNITY:** The words "to the maximum extent permitted by applicable law," are added after the parenthetical "(a "Loss")," in the second sentence of Section 13.
3. **Section 15. REMEDIES:** Notwithstanding anything to the contrary contained in Section 15, upon the occurrence of an Event of Default, Lessor may recover from Lessee all Rent and other amounts to become due by acceleration or otherwise only to the extent permitted by applicable law and only from legally available funds.
4. **Section 17. ORGANIZATION AND AUTHORITY:** The title and text of Section 17 are deleted and the following substituted in lieu thereof:

"SPECIAL REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee represents and warrants to Lessor that as of the date of, and throughout the Term of, each Lease as follows: (a) Lessee is a State or a political subdivision of the State in which it is located. Lessee is duly organized and existing under the Constitution and laws of such State, and is duly authorized to enter into and to carry out its obligations under the Lease, and any other documents required to be delivered in connection with the Lease (collectively, "Documents"). (b) The Documents have been authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances and regulations including, without limitation, those governing open meetings, public bidding and appropriations required in connection with the Lease. The person(s) signing the Documents on Lessee's behalf have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine. The Documents are valid, legal, binding agreements, enforceable in accordance with their terms. (c) The use of the System is essential to the proper, efficient and economic functioning of Lessee. The System will be used during the Term of the Lease only by Lessee and only to perform such function. (d) No provision of the Lease constitutes a pledge of the tax or general revenues of Lessee, and any provision which is so construed by a court of competent jurisdiction is void from the inception of the Lease. (e) All payments due under the Lease for the current fiscal period of Lessee are within the fiscal budget for such year, are included within an unrestricted and unencumbered appropriation currently available for the lease of the System and are not in contravention of any applicable limitation of indebtedness.

BSFS Equipment Leasing

Monroe, County of

BY _____
Authorized Representative

BY ☒ _____
Authorized Representative

PRINT NAME _____

PRINT NAME ☒ _____

TITLE _____ DATE _____

TITLE ☒ _____ DATE ☒ _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY *[Signature]*

NOTARY PUBLIC
STATE OF FLORIDA
[Signature]

Lessor BSFS Equipment Leasing

**Florida SLG Addendum
(continued)**

Lessee Monroe, County of

Agreement No.
7206980

Lessee will take all necessary action to include in its annual budget any funds required to fulfill its obligations for each fiscal year of Lessee during the Term of the Lease. (f) The financial statements, certificates or summaries relating to Lessee's financial condition, fiscal budget of the assessment and collection of taxes delivered by Lessee to Lessor fairly present the activity and position of Lessee as of the stated date(s) and period(s). Since the date of the most recently delivered certificate or summary, there has been no material change in the budget of, and no material adverse change in the financial condition of Lessee. (g) No event which would be defined as a nonappropriation herein has occurred nor is it presently known that any such event will occur under any lease or contract by which Lessee is bound. (h) If requested by Lessor, Lessee will execute and deliver to Lessor in connection with each Lease, a Certificate of Resolutions and Incumbency and/or an Opinion of Counsel in form and substance satisfactory to Lessor."

5. **Section 19. JURISDICTION AND GOVERNING LAW:** The title and text of Section 19 are deleted and the following substituted in lieu thereof:

"GOVERNING LAW. EACH LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA."

6. The following two new additional Sections are added to the Agreement:

"NONAPPROPRIATION: In the event, notwithstanding Lessee's best efforts and exhaustion of all available administrative appeals, Lessee is not allotted funds for a fiscal period and Lessee has no other funds from non-ad valorem sources legally available to be allocated line item to the payment of its obligations under a Lease, Lessee may terminate the Lease effective on the first day of such fiscal period ("Termination Date"), if Lessor has received written notice from Lessee at least thirty (30) days before the Termination Date. At Lessor's request, Lessee shall promptly provide supplemental documentation as to such nonappropriation. Upon the occurrence of such nonappropriation, Lessee shall not be obligated for payment of any Rent for any fiscal period for which funds have not been so appropriated, and Lessee shall deliver the System to Lessor in accordance with Section 9 of the applicable Schedule. Lessor acknowledges that Rent is payable from sources other than ad valorem taxes.

LIMITATIONS:. The parties intend that the collection of any damages, the exercise of any remedy, the enforceability of any indemnity, and any requirements of Lessee relative to nonappropriation set forth in a Lease are subject to any limitations imposed by applicable law."

Lessor **BSFS Equipment Leasing**

Installation Site Addendum

Lessee **Monroe, County of**

Agreement No./Schedule No.

7206980-001

Contemporaneously with entering into the Schedule to the Master Lease Agreement referenced above, Lessor and Lessee agree that the System described on the Schedule is located at the following Installation Sites:

Street	City	County/Province	State/Country	Zip Code
490 63 rd Street, Ocean	Marathon	Monroe	FL	33050
2798 Overseas Highway	Marathon	Monroe	FL	33050
88800 Overseas Highway	Plantation Key	Monroe	FL	33070
1100 Simonton Street	Key West	Monroe	FL	33040

BSFS Equipment Leasing

Monroe, County of

BY _____
Authorized Representative

BY _____
Authorized Representative

PRINT NAME _____

PRINT NAME _____

TITLE _____ DATE _____

TITLE _____ DATE _____

Lessor **BSFS Equipment Leasing**

Lease Rate Factor Addendum

Lessee **Monroe, County of**

Agreement No./Schedule No.

7206980-001

Contemporaneously with entering into the Schedule to the Master Lease Agreement referenced above, Lessor and Lessee hereby agree that the fourth sentence of the second paragraph of Section 3 of the Agreement, only with respect to the Schedule, is deleted and the following substituted in lieu thereof:

The Lease Rate Factor of 0.01730000 quoted by Lessor on 3/4/2003 ("Quote Date") shall be increased or decreased based upon changes from the Quote Date until the Commencement Date in five year Treasury Constant Maturities' yield ("Yield") as reported by the Federal Reserve Statistical Release (H.15 Report). For each 25 basis points of increase or decrease (rounded downward to the nearest whole 25 basis point increment or decrement) in the Yield, the Lease Rate Factor shall be increased or decreased, respectively by 0.000108. This adjusted Lease Rate Factor shall be the Lease Rate Factor used to determine the Rent relative to the Schedule, unless the Commencement Date occurs after 9/4/2003, in which event Lessor's then-current Lease Rate Factor for similar transactions shall be used to determine the Rent. Lessee authorizes Lessor to adjust the Rent, if required.

BSFS Equipment Leasing
A Division of General Electric Capital Corporation

BY _____
Authorized Representative

PRINT NAME _____

TITLE _____ DATE _____

Monroe, County of

BY ☒ _____
Authorized Representative

PRINT NAME ☒ _____

TITLE ☒ _____ DATE ☒ _____

BSFS

Equipment Leasing

**501 Corporate Centre Drive, Suite 600
Franklin, TN 37067
1-800-451-6534**

3/14/2003

RE: Required Insurance Coverage
Monroe, County of
Agreement No./Schedule No. 7206980-001

Dear Ms Druckemiller:

Under the terms of the Lease referenced above, insurance covering the System is required in the amounts and specifics as outlined below:

<u>Insurance</u>	<u>Amount</u>
All Risk Property Insurance	Replacement Cost of System
General Liability	
Bodily Injury	\$1 Million per Occurrence
Property Damage	\$1 Million per Occurrence
OR	
Combined single limit (for bodily injury and property damage)	\$2 Million per Occurrence

Lessor to be named as Additional Insured and Loss Payee as its interests appear.

Lessor shall be given thirty (30) days written notice of cancellation or any material change in coverage.

Please forward this information to your company's carrier as soon as possible. **Insurance certificates** are to be sent to the address reflected below within thirty (30) days of document execution.

**BSFS Equipment Leasing
4333 Edgewood Road, Suite 400
Cedar Rapids, IA 52499**

Thank you for your prompt attention to this matter.

Sincerely,

BSFS Equipment Leasing

Lessor **BSFS Equipment Leasing**

**Sales/Property Tax & Billing
Address Verification**

Lessee **Monroe, County of**

Agreement No. /
Schedule No.

7206980-001

Federal Tax ID No.



(NOTE: FEDERAL TAX ID NUMBER MUST BE PROVIDED WITH SIGNED DOCUMENTS)

If your taxing jurisdiction requires Lessor to pay sales tax up front, **WE WILL ADD THIS AMOUNT TO YOUR PRICE** (as set forth in the Lease) unless you direct us to bill you for the sales tax by checking below:

☐ Invoice Lessee for upfront sales tax: do not add to Price.

Please note: If you have elected a \$1 Purchase Option, then you are responsible for promptly reporting and paying personal property taxes.

To insure we bill you correctly, please review the questions below. If the information on your lease documents is correct, you do not need to complete the blanks, only check the Yes box next to that section. If the information on the documents is incorrect, please complete the answers.

Information on docs correct?

☐ Yes ☐ No

Billing Address:

Billing Contact Name: _____

Phone Number: _____

Information on docs correct?

☐ Yes ☐ No

System Installation Location:

Township (if other than city): _____

County: _____

Purchase Order No. (Enclose Copy): _____

Start Date: _____

Expiration Date: _____

Please indicate your sales tax status below.

The equipment is exempt from sales tax.

☒ Yes ☐ No

If the above answer is no, please sign below and return with the lease documents.

If the above answer is yes, attach the appropriate exemption certificate. (Note: Certificates are required for all states in which the system is located.) Executed certificates (or letter, if government agency) must be submitted with signed lease documents, **otherwise we will be required to bill you for applicable taxes.**

Preparer: _____

✓ Date Prepared: _____

✓

Lessor **BSFS Equipment Leasing**

Acceptance Certificate

Lessee **Monroe, County of**

Agreement No./Schedule No.
7206980-001

This Acceptance Certificate is made with respect to that Master Lease Agreement and Schedule referenced above. Capitalized terms used herein shall have the same meanings assigned to them in the Agreement and the Schedule.

On behalf of Lessee, I hereby certify that all of the System described in the Schedule to the Agreement has been delivered to and received by the Lessee. The System has been examined by the Lessee and is in good operating order and condition and is satisfactory to the Lessee. Therefore, the System is irrevocably accepted by the Lessee for all purposes under the Lease as of the following date:

(Insert Date of Acceptance)

Monroe, County of

BY _____
Authorized Representative

PRINT NAME _____

TITLE _____ DATE _____

NOTE: When you are ready to accept your System,
Please sign this form and then

Fax to: (800) 442-2090—

AND

745-7761

Mail to: 501 Corporate Centre Drive
Suite 600
Franklin, TN 37067
Attention: Funding/Booking

ADDENDUM 1

This Addendum 1("Addendum") to the Master Agreement Number CPE50416 ("Agreement") is made by and between BellSouth Communication Systems, LLC ("BellSouth"), with corporate offices at 1936 Blue Hills Drive, Roanoke, Virginia 24012, a Georgia limited liability company and Monroe County Board Of County Commission (Monroe County) with main offices located at 1200 Truman Avenue, Suite 211, Key West, FL 33040. This Addendum becomes effective as of the last signature date set forth below (the "Addendum Effective Date"). Except as specifically stated below, all terms and conditions of the Agreement remain in full force and effect. BellSouth and Monroe County Board Of County Commission hereby agree as follows:

1. BellSouth will provide 20% discount on all future purchases of Nortel PBX hardware upgrades, and free base software upgrades to the existing PBX systems for the five-year duration of the Dedicated Technician Maintenance as described on Order Number 51582473.
2. BellSouth may increase the annual rate of maintenance by 3 percent or CPI, which ever is greater on the anniversary date of this contract. Additionally, BellSouth may adjust the material billing due to changes in port count and peripheral equipment on the anniversary date. This adjustment may result in either an increase or a decrease in maintenance billing.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives as of the Addendum Effective Date.

Monroe County

BellSouth Communication Systems, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.
[Signature]
SUZANNE A. HUTTON
3/29/03